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DEE ANNE EVANS

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DEE ANNE EVANS, an individual,

Plaintiff,

v.

DS PROPERTIES 17 LP, a Delaware
limited partnership; and DOES 1-10,

Defendants.

Case No.

**COMPLAINT FOR VIOLATIONS
OF: AMERICANS WITH
DISABILITIES ACT OF 1990, 42
U.S.C. § 12181, *et seq.*; UNRUH
CIVIL RIGHTS ACT, CALIFORNIA
CIVIL CODE § 51, *et seq.***

DEMAND FOR BENCH TRIAL

Landlords demonize access cases and often deviously foist the overdue

1 **remediation costs onto business owners who lease their land, all the while**
2 **protesting in litigation, tying up the Court. The secret is out.**

3
4 Plaintiff Dee Anne Evans (hereinafter referred to as “Plaintiff”) complains of
5 Defendants DS Properties 17 LP, a Delaware limited partnership; and Does 1-10
6 (each, individually a “Defendant,” and collectively “Defendants”), and alleges as
7 follows:
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9 **I. INTRODUCTION: THE CROSSROADS OF CIVIL RIGHTS AND**
10 **PRIVATE INFRASTRUCTURE REFORM**

11
12 The landlord community has demonized ADA lawsuits in order to avoid
13 compliance with Federal law. Landlords often use heavy handed leases which
14 unfairly and secretly foist the responsibility of access law compliance of *their*
15 property onto the shoulders of the unfortunate business owner/lessor who does not
16 see the landmine in the lease. Inevitable lawsuits by customers *against landlords*
17 *who own the non-compliant property* asking for legally required features in the
18 property are then mischaracterized as attacks on the unfortunate business
19 owner/lessor by dastardly customers. This cynical and unfair tactic has caused
20 administrative headaches for the courts which must deal with emotional and
21 unnecessary litigation and has obscured the truth. In reality, the landlords’ goal is to
22 to save money by failing to bring the property into compliance and then when
23 caught, blame the disabled customer and force the remediation costs upon the
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1 business owner. The landlord is the predator. Here are the facts:

2 Mass Non-Compliance with the ADA. Many places are dilapidated and need
3
4 remediation. Non-compliance is rampant. Many if not most places are not fully
5 compliant with access laws. Many properties have terribly dilapidated pavement,
6 vandalized or missing access signage, incorrectly designed paths and have
7
8 restrooms which are unusable for disabled people. These problems are common and
9 egregious in many places.

10 No Government Oversight. The government will not provide inspections or
11
12 monitoring of the vast swaths of privately owned land and buildings used by
13 people. Incorrectly designed features will stay non-compliant. Many features will
14 also erode with time from long term heavy usage, weather/climate ware, vandalism,
15
16 etc.

17 Private Infrastructure Reform. The remediation and improvement to these
18
19 properties is good for business. Improvements which better the land and bring the
20 property into compliance with Federal law increase the property value and make the
21 areas more appealing for customers.

22 Remediation Costs are Tiny Compared to the Wealth of the Landlord.

23
24 The costs of remediation in many instances are a tiny fraction of the income
25
26 of most landlords, who typically own multiple commercial properties and are in the
27 landlord business. The landlord that owns one property is indeed a rare creature in
28

1 California. The value of the building, improvements and land for most properties,
2 coupled with other properties owned, dwarfs the negligible expenses of
3 remediation, which incidentally should have been made already without the need
4 for a lawsuit. The lawsuit is an unfortunate byproduct of the landlord's original
5 refusal to follow the law. The landlord saved and avoided those costs until the case.
6

7
8 Need for these cases. Despite the history of access cases there is still mass
9 non-compliance. The deterrent effect has not been enough to bring about
10 remediation such that these cases discontinue and are growing. Until the legislative
11 intent arises to change the law so that government inspectors appear on the streets
12 monitoring and enforcing access laws, these cases will be essential and important to
13 giving access to all and to improving the landscape for all customers.
14
15

16 II. PARTIES

17 1. Plaintiff Dee Anne Evans is a California resident with physical
18 disabilities. She is visually impaired. She suffers from Nystagmus which
19 interferes with her vision. She is also partially blind in her right eye. This makes it
20 hard for her to get around and use machines also. Plaintiff is a disabled person
21 under the California Unruh Civil Rights Act (UCRA) (*see* Cal. Civ. Code §§ 51,
22 *et seq.*, 52, *et seq.*), the Americans with Disabilities Act (ADA) (*see* 42 U.S.C. §
23 12102, *et seq.*), and other statutory laws which protect the rights of “disabled
24 persons.”
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1 2. Defendant DS Properties 17 LP, a Delaware limited partnership,
2 owned the property (the “Property”), i.e., located at 1318 Tenth St., Berkeley, CA
3 94710.
4

5 3. There is a business establishment on the Property named “Office
6 Depot,” located at 1318 Tenth St., Berkeley, CA 94710 (hereinafter, “the
7 business”).
8

9 4. The businesses are public accommodations as defined by 42 U.S.C. §
10 12181(7).
11

12 5. DOES 1 through 10 were at all relevant times lessors, lessees, property
13 owners, subsidiaries, parent companies, affiliates, employers, employees, agents,
14 corporate officers, managers, principles, and/or representatives of Defendants.
15 Plaintiff is unaware of the true names and capacities of Defendants sued herein as
16 DOES 1 through 10, inclusive, and, therefore, sues those Defendants by fictitious
17 names. Plaintiff requests that the Court grant leave to amend this complaint to
18 allege the true names and capacities when determined by whatever source.
19
20

21 6. Defendants, at all relevant times, were relevant to this action; were the
22 owners, franchisees, franchisors, lessees, lessors, general partners, limited partners,
23 agents, affiliates, employees, employers, representative partners, subsidiaries,
24 partner companies, and/or joint venturers of the remaining Defendants; and were
25 acting within the course and scope of that relationship. Upon information and
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1 belief, Plaintiff alleges that each of the Defendants gave consent to, ratified, and/or
2 authorized the acts alleged of each of the remaining Defendants.

3
4 7. Plaintiff visited the public accommodations owned, leased, and/or
5 operated by Defendants with the intent to purchase and/or use the goods, services,
6 facilities, privileges, advantages, and/or accommodations offered by Defendants.
7

8 **III. JURISDICTION & VENUE**

9 8. This Court has subject matter jurisdiction over this action pursuant to
10 28 U.S.C. § 1331 and 28 U.S.C. § 1343(a)(3) & (a)(4) for violations of the ADA.
11

12 9. Pursuant to supplemental jurisdiction, an attendant and related cause of
13 action, arising from the same nucleus of operative facts, and arising out of the same
14 transactions, is also brought under the UCRA, which expressly incorporates the
15 ADA.
16

17 10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because
18 the real property which is the subject of this action is located in this district, and
19 Plaintiff's cause of action arose in this district.
20

21 **IV. FACTS**

22 11. The Property is a facility which is open to the public and includes
23 business establishments.
24

25 12. The Property has been newly constructed and/or underwent
26 remodeling, repairs, or alterations after January 26, 1992. Defendants have failed
27 to comply with California access standards which applied at the time of each new
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1 construction and/or alteration, and/or failed to maintain accessible features in
2 operable working condition.

3
4 13. Plaintiff visited the Property during the relevant statutory period on
5 three (3) separate occasions, January 2021, April 2021 and February 2022 to
6 patronize the business on the Property.

7
8 14. Defendants did not offer persons with disabilities with equivalent
9 facilities, privileges, and advantages offered by Defendants to other patrons.

10
11 15. Plaintiff encountered barriers, both physical and intangible, that
12 interfered with, and denied, Plaintiff the ability to use and enjoy the goods, services,
13 privileges, and/or accommodations offered at the Property.

14
15 16. Parking is one of the facilities, privileges, and advantages offered by
16 Defendants to patrons of the Property.

17
18 17. However, there was no accessible parking for disabled patrons at the
19 Property. The parking space(s) designated for disabled persons did not comply
20 with the ADA.

21
22 18. The parking area did not comply with the applicable California
23 Building Code (CBC).

24
25 19. When Plaintiff visited the Property, she experienced access barriers
26 related to parking, signage, entryways, and paths of travel.

27
28 20. Plaintiff encountered the following barriers, conditions, and/or

1 violations at the Property:

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4 **The property which serves Office Depot has many violations of the**
5 **ADAAG which are barriers to somebody like Plaintiff. The property is**
6 **missing marked paths of travel from the access aisle. There is no**
7 **designated parking space and access aisle closer to Office Depot. There**
8 **are problems inside of Office Depot as well. The aisles within the**
9 **business are extremely narrow, and some that have barriers. There are**
10 **many other problems as well.**
11
12

13
14 **VIOLATION of 2010 CBC § 1129B.1; 1991 ADAS § 4.1.2(5).** (Accessible
15 spaces required.) Where parking is provided, a minimum number of ADA-
16 compliant designated accessible spaces are required in accord with the
17 number of total spaces. They are not provided. The space(s) reserved for
18 disabled patrons is riddled with ADA violations; therefore, the reserved
19 space(s) are not accessible.
20
21

22 **VIOLATION of 1991 ADAS § 4.6.2; 2010 ADAS § 208.3.1; 2010 CBC §**
23 **1129B.1.** (Minimize travel distance.) The parking space reserved for disabled
24 persons is not located to minimize the travel distance to the entrance. The
25 parking spaces closest to the entrance of the business are not designated
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1 accessible spaces. The space reserved for disabled persons are located
2 farther.

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5 **VIOLATION of 2010 ADAS § 502.2; 2010 CBC § 1129B.3; 2019 CBC §**
6 **11B-502.2. (Width of designated disabled parking space.)** The designated
7 disabled parking space measured/measures less than nine feet (9') wide,
8 which made (would make) it difficult for Plaintiff to use the designated
9 space, and which denied (would deny) plaintiff full and equal use and access
10 of the full width of the required space. The paint used for the accessible
11 parking space lines are so faded and worn that it is difficult to identify the
12 actual dimensions of the space. Plaintiff cannot safely disembark from the
13 vehicle when adequate space is not provided. Plaintiff needs to be able to
14 use the designated disabled parking space, which should be located closest to
15 the entrance and linked to an accessible route of travel, because it is more
16 difficult for Plaintiff, as opposed to non-disabled persons to maneuver about
17 the Property.

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19
20 **VIOLATION of 2010 ADAS § 502.2; 2010 CBC § 1129B.3; 2019 CBC §**
21 **11B-502.2. (Length of designated disabled parking space.)** The designated
22 disabled parking space measures/measured less than eighteen feet (18') long,
23 which made (would make) it difficult for Plaintiff to use the designated
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1 space, and which denied (would deny) plaintiff full and equal use and access
2 of the full length of the required space. The paint used for the accessible
3 parking space lines are so faded and worn that it is difficult to identify the
4 actual dimensions of the space. Plaintiff cannot safely park and disembark
5 from the vehicle when adequate space is not provided. Plaintiff needs to be
6 able to use the designated disabled parking space, which should be located
7 closest to the entrance and linked to an accessible route of travel, because it
8 is more difficult for Plaintiff, as opposed to non-disabled persons, to
9 maneuver about the Property.
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15 **VIOLATION of 1991 ADAS § 4.6.3; 2010 ADAS § 502.3.2; 2010 CBC §**
16 **1129B.3; 2019 CBC § 11B-502.3.2. (Length of adjacent access aisle.)** The
17 access aisle adjacent to the designated disabled parking space is/was less than
18 eighteen feet (18') long (which is also the required length of the designated
19 disabled parking space), which denied (would deny) plaintiff full and equal
20 use and access of the full length of the required access aisle. Plaintiff needs
21 extra space to be able to safely exit the vehicle. When the access aisle is too
22 small, Plaintiff has difficulty disembarking from the vehicle, which poses a
23 greater risk of injury to Plaintiff and can also cause humiliation and/or
24 frustration.
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3 **VIOLATION of 2010 ADAS § 502.3.3; 2010 CBC § 1129B.3.1; 2019**
4 **CBC § 11B-502.3.3. (“NO PARKING” – ground surface signage.)** The
5 words “NO PARKING,” which are required to be painted in the loading/
6 unloading access aisle, were/are missing (and/or were completely faded such
7 that the words were no longer visible). As a result, non-disabled patrons
8 parked in the loading/unloading access aisle, blocking Plaintiff from being
9 able to use the access aisle. Plaintiff needs extra space to be able to safely
10 exit the vehicle. Plaintiff has difficulty disembarking the vehicle, which
11 poses a greater risk of injury to Plaintiff and can cause humiliation and/or
12 frustration. Plaintiff cannot access the Property safely if Plaintiff cannot use
13 an accessible parking space and adjacent access aisle.
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17
18 **VIOLATION of 1991 ADAS § 4.6.3; 2010 ADAS § 502.3; 2010 CBC §**
19 **1129B.3; 2019 CBC § 11B-502.3. (Access aisle adjoining accessible route.)**
20 The adjacent loading/unloading access aisles must adjoin an accessible route
21 to an accessible entrance. It does/did not. Plaintiff cannot access the
22 Property safely unless there is an access aisle onto which Plaintiff can
23 disembark from the vehicle. The access aisle must lead to an accessible route,
24 so that Plaintiff can safely travel to and enter the business. There is no safe
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1 route of travel from the designated disabled parking space to the business
2 entrance. The barrier deterred/deters Plaintiff from visiting the property
3 because the lack of a safe and accessible route would make it difficult,
4 uncomfortable, and/or unsafe for Plaintiff to walk around the property,
5 including to travel from the designated disabled parking space to the building
6 entrance.
7
8

9
10 **VIOLATION of 2010 CBC § 1118B.1; 2019 CBC § 11B-403.5.1; 1991**

11 **ADAS § 4.2.1; 2010 ADAS § 403.5.1. (Lack of clear floor space.)** The
12 width of the aisles inside the business is too narrow and is obstructed at
13 multiple locations. The clear width for aisles shall be thirty-six (36") inches
14 minimum if serving elements on only one side, and forty-four (44") inches
15 minimum if serving elements on both sides. Here, in aisles with elements on
16 both sides, the width measures less than forty-four (44") inches. Plaintiff has
17 difficulty ambulating when the aisles are not wide enough.
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22 **VIOLATION of 2010 CBC § 1115B.6. (Sanitary facilities – door signage.)**

23 The sanitary facilities are missing door signage indicating an accessible
24 facility.
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VIOLATION of 1991 ADAS § 4.13.11; 2010 ADAS § 404.2.9; 2010 CBC §1133B.2.5; 2019 CBC § 11B-404.2.9. (Effort to operate restroom door.)

The restroom's door opening force exceeds the maximum allowable opening force of five pounds (5 lbs.). Plaintiff requires an accessible restroom that does not require her to use excessive force to open.

VIOLATION of 1991 ADAS § 4.16.6; 2010 ADAS § 604.7; 2010 CBC § 1115B.8.4. (Toilet paper dispenser.) The restroom's toilet tissue dispenser is mounted more than twelve inches (12") from the front edge of the toilet seat, making (which would make) it difficult for Plaintiff to reach the tissue dispenser and use the toilet.

VIOLATION of 2010 CBC § 1115B.4.1. (Rear grab bar.) There must be at least one and one-half (1 ½) inches of space between the grab bar and the top of the tank. This makes it difficult for Plaintiff to grab the rear grab bar.

VIOLATION of 2010 CBC § 1115B.4.1.3.3. (Toilet - side grab bar.) The toilet side grab bar, that is required to be at least forty-two (42) inches long, is not provided.

VIOLATION of 2010 CBC § 1115B.8.1; 1991 ADAS § 4.19.6; 2010

ADAS § 603.3. (Mirror - Restroom.) The mirror in the restroom is mounted too high. Mirrors must have a bottom edge of the reflecting surface located a maximum of forty inches (40") above the floor if above a sink or counter. Here, the bottom edge of the reflecting surface measures forty-nine inches (49"), making it difficult for Plaintiff to use the restroom.

21. Plaintiff personally encountered the foregoing barriers, conditions, and/or violations.

22. These barriers, conditions, and/or violations denied Plaintiff full and equal access, and caused her difficulty, humiliation, and/or frustration.

23. The barriers, conditions, and/or violations existed during each of Plaintiff's visits in 2021 and 2022.

24. Defendants knew that the foregoing architectural barriers prevented access. Plaintiff will prove that Defendants had actual knowledge that the architectural barriers prevented access, and that the noncompliance with the ADA Standards for Accessible Design (ADAS), ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), and/or the California Building Code (CBC) was intentional.

25. Plaintiff intends and plans to visit the Property again soon. Currently,

1 Plaintiff is reasonably deterred from returning to Defendants' public
2 accommodation facilities because of the knowledge of barriers to equal access,
3 relating to Plaintiff's disabilities, that continue to exist at the Property.
4

5 26. Defendants have failed to maintain in working and useable condition
6 those features necessary to provide ready access to persons with disabilities.
7

8 27. Defendants have the financial resources (i.e., financial ability) to
9 remove these barriers without much expense or difficulty in order to make the
10 Property more accessible to their mobility impaired customers (i.e., disabled
11 persons). The removal of these barriers is readily achievable. The United States
12 Department of Justice has determined that removal of these types of barriers is
13 readily achievable.
14

15 28. Defendants refuse to remove these barriers.
16

17 29. On information and belief, Plaintiff alleges that Defendants' failure to
18 remove these barriers was/is intentional, because the barriers are logical and
19 obvious. During all relevant times, Defendants had authority, control, and
20 dominion over these conditions. Thus, the absence of accessible facilities was/is
21 not a mishap; it was/is the result of intentional actions or inaction.
22

23 30. These barriers to access are described herein without prejudice to
24 Plaintiff citing additional barriers to access after further inspection by Plaintiff's
25 agents and/or experts. *See Doran v 7-ELEVEN, Inc.*, 524 F.3d 1034 (9th Cir. 2008)
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(holding that once a plaintiff encounters one barrier at a site, a plaintiff can sue to have all barriers that relate to his or her disability removed, regardless of whether he or she personally encountered them).

**IV. FIRST CAUSE OF ACTION: VIOLATION OF THE
AMERICANS WITH DISABILITIES ACT OF 1990**

(42 U.S.C. § 12101, *et seq.*)

(Against All Defendants)

31. Plaintiff alleges and incorporates by reference each and every allegation contained in all prior paragraphs of this complaint.

32. Title III of the ADA prohibits discrimination against any person on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases, or operates a place of public accommodation. 42 U.S.C. § 12182(a).

33. Defendants discriminated against Plaintiff by denying her “full and equal enjoyment” and use of the goods, services, facilities, privileges, and/or accommodations they offered during each visit, and each incident of a deterred visit.

34. The acts and omissions of Defendants herein were/are in violation of Plaintiff’s rights under the ADA and the regulations codified at 28 C.F.R. Part 36,

1 *et seq.*

2 35. Pursuant to the ADA, discrimination is a “failure to make reasonable
3 modifications in policies, practices or procedures, when such modifications are
4 necessary to afford goods, services, facilities, privileges, advantages or
5 accommodations to individuals with disabilities, unless the entity can demonstrate
6 that making such modifications would fundamentally alter the nature of such goods,
7 services, facilities, privileges, advantages or accommodations.” 42 U.S.C. §
8 12182(b)(2)(A)(ii).

9 36. The ADA requires removal of architectural barriers in existing
10 facilities where such removal is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv)
11 (“discrimination includes ... a failure to remove architectural barriers, and
12 communication barriers that are structural in nature, in existing facilities, ... where
13 such removal is readily achievable”). The term “readily achievable” is defined as
14 “easily accomplishable and able to be carried out without much difficulty or
15 expense.” 42 U.S.C. § 12181(9). Barriers are defined by reference to the ADA
16 Standards for Accessible Design (ADAS), found at 28 C.F.R. Part 36, including the
17 ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), at Part 36,
18 Appendix A.

19 37. If removal of any barrier is not readily achievable, a failure to make
20 goods, services, facilities, or accommodations available through alternative
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1 methods is also prohibited if the alternative methods are readily achievable. 42
2 U.S.C. § 12182(b)(2)(A)(v).
3

4 38. Defendants can remove the architectural barriers at their facility
5 without much difficulty or expense. Defendants violated the ADA by failing to
6 remove the barriers because removal was readily achievable. For instance, there
7 are companies which can repaint parking areas for as little as \$350. Defendants can
8 afford such costs, which are a fraction of what Defendants receive in (rental or
9 business) profits in connection with such a large and expensive property.
10

11 39. Alternatively, if it was not “readily achievable” for Defendants to
12 remove barriers at their facilities, Defendants violated the ADA by failing to make
13 their services available through alternative methods which are readily achievable.
14

15 40. On information and belief, Plaintiff alleges that the facility was altered
16 after January 26, 1992, mandating compliance with accessibility requirements
17 under the ADA.
18

19 41. The ADA requires that facilities altered in a manner that affects or
20 could affect their usability must be made readily accessible to individuals with
21 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2).
22

23 42. Defendants altered the facilities at the Property in a manner that
24 violated the ADA, and/or failed to make the Property readily accessible to
25 physically disabled persons to the maximum extent feasible.
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1 43. The ADA also requires reasonable modifications in policies, practices,
2 or procedures, when such modifications are necessary to afford goods, services,
3 facilities, privileges, advantages, or accommodations to individuals with
4 disabilities, unless the entity can demonstrate that making such modifications
5 would fundamentally alter the nature of such goods, services, facilities, privileges,
6 advantages, or accommodations. 42 U.S.C. § 12182(b)(2)(A)(ii).
7

8
9 44. Defendants violated the ADA by failing to make reasonable
10 modifications in policies, practices, or procedures at the Property when these
11 modifications were necessary to afford (and would not fundamentally alter the
12 nature of) the goods, services, facilities, privileges, advantages, or accommodations.
13

14 45. Plaintiff seeks a finding from this Court that Defendants violated the
15 ADA, so that she may pursue damages under California's Unruh Civil Rights Act.
16

17 46. Here Defendants' failure to make sure that accessible facilities were
18 available to, and ready to be used by, Plaintiff was/is a violation of law.
19

20 47. Plaintiff would like to continue to frequent the Property. However, she
21 is deterred from doing so because she has been discriminated against and is aware
22 of accessibility barriers at the Property.
23

24 48. Among the remedies sought, Plaintiff seeks an injunction order
25 requiring compliance with federal and state disability access laws, and remediation
26 of the existing access violations (i.e., removal of the existing barriers) at the
27
28

1 Property.

2 **V. SECOND CAUSE OF ACTION: VIOLATION OF THE**
3
4 **UNRUH CIVIL RIGHTS ACT**

5 **(Cal. Civ. Code §§ 51-53)**

6 **(Against All Defendants)**
7

8 49. Plaintiff repleads and incorporates by reference, as though fully set
9 forth herein, the allegations contained in all prior paragraphs of this complaint.

10 50. California Civil Code § 51 states, in part: “All persons within the
11 jurisdictions of this state are entitled to the full and equal accommodations,
12 advantages, facilities, privileges, or services in all business establishments of every
13 kind whatsoever.”
14

15
16 51. California Civil Code § 51 also states, in part: “No business
17 establishment of any kind whatsoever shall discriminate against any person in this
18 state because of the disability of the person.”
19

20 52. California Civil Code § 51(f) specifically incorporates, by reference,
21 an individual’s rights under the ADA into the Unruh Civil Rights Act (UCRA).
22

23 53. The UCRA also provides that a violation of the ADA, or California
24 state accessibility regulations, is a violation of the UCRA. Cal. Civ. Code § 51(f);
25 *see Arnold v. United Artists Theatre Circuit, Inc.*, 866 F. Supp. 433, 439 (N.D. Cal.
26 1994).
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28

1 54. Defendants' above-mentioned acts and omissions have violated the
2 UCRA by denying Plaintiff her rights to full and equal use of the accommodations,
3 advantages, facilities, privileges, and services they offer, on the basis of Plaintiff's
4 disability.

5
6 55. Defendants' above-mentioned acts and omissions have also violated
7 the UCRA by denying Plaintiff her rights to equal access pursuant to the ADA; and,
8 thus, Defendants are liable for damages. *See* Cal. Civ. Code § 51(f), 52(a).

9
10 56. Because Defendants' violation of the UCRA resulted in difficulty,
11 discomfort, and/or embarrassment for Plaintiff, Defendants are each also
12 responsible for statutory damages. *See* Cal. Civ. Code § 55.56(a), (c).

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57. Plaintiff was (actually) damaged by Defendants' wrongful conduct. She seeks actual damages, and statutory minimum damages of four thousand dollars (\$4,000) for each offense (i.e., for each occasion that Plaintiff was denied full and equal access).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For injunctive relief compelling Defendants to comply with the Americans with Disabilities Act and the Unruh Civil Rights Act. Note: Plaintiff is not invoking section 55 of the California Civil Code and is not seeking injunctive relief under the Disabled Persons Act.
2. Damages under the Unruh Civil Rights Act, which provides for actual damages and statutory minimum damages of \$4,000 per each offense.
3. Reasonable attorney fees, litigation expenses, and costs of suit, pursuant to 42 U.S.C. § 12205, and Cal. Civ. Code § 52.

DEMAND

Plaintiff demands a bench trial on all issues so triable.

Dated: March 14, 2022

THE LAW OFFICE OF HAKIMI & SHAHRIARI

By: /s/ Peter Shahriari

PETER SHAHRIARI, ESQ.

Attorney for Plaintiff Dee Anne Evans